

**ENCROACHMENT PERMIT**  
( to be completed by applicant )

PACIFIC BELL MOBILE SERVICES, a California corporation, "Permittee," hereby requests permission to construct and maintain wireless communications facilities and conduct soil borings for preliminary geotechnical foundation investigations at **one location** encroaching in the public right-of-way as shown on the attached drawings. Upon issuance of this permit, Permittee agrees to comply with the attached terms and conditions.

Dated 8/26/96

PACIFIC BELL MOBILE SERVICES, a  
California corporation

By Charles W. [Signature]

Title Network Deployment Manager

**ENCROACHMENT PERMIT APPROVAL**  
( to be completed by City )

This permit shall become effective upon the approval of the Departments listed below. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, but is only revocable permission to use the land for the purposes above described.

<input checked="" type="checkbox"/> Public Utilities Water	<u>B. Simpson</u>	<u>8/27/96</u>
<input checked="" type="checkbox"/> Public Utilities Electric	<u>Buttman</u>	<u>8-27-96</u>
<input checked="" type="checkbox"/> Park and Recreation	<u>D. J. [Signature]</u>	<u>8/27/96</u>
<input checked="" type="checkbox"/> Planning	<u>Craig Aaron</u>	<u>8-27-96</u>

Property Services  
[Signature]  
8/28/96

Upon obtaining the above signatures, return this permit to the Public Works Department for final approval.

Dated 8/28/96

[Signature]  
Public Works Director

Attachments: Terms and Conditions  
Pacific Bell Mobile Services Drawings (as described above)

Encroachment Permit No. 1366

## TERMS AND CONDITIONS

The following terms and conditions apply to encroachment permit number 1306

1. Permittee acknowledges that the areas of encroachment ("the areas") are owned or controlled by the City of Riverside.
2. Permittee acknowledges that the areas could at any time be needed for a proposed or planned public improvement and the City may require Permittee to relocate Permittee's facilities at Permittee's expense. City shall provide written notice of relocation to Permittee pursuant to the terms and conditions of the Master Communications Site License Agreement approved by the City Council of the City of Riverside on March 26, 1996, per City Council Minutes Vol. 81 Page 320. Permittee shall within the time prescribed by the City, remove and relocate all improvements necessary for the planned public improvement. If Permittee fails to abide by the relocation request of the City, the City shall have the right to remove Permittee's facilities without reimbursement to Permittee. The cost of such removal shall constitute a debt owed to the City and shall be paid by Permittee to the City.

Whenever the City causes the grading, widening, or other City improvement of the areas occupied by Permittee, and such grading, widening, or other City improvement requires the relocation of Permittee's then-existing facilities within the areas, the City shall:

Provide Permittee, within a reasonable time prior to the commencement of such grading or widening, written notice requesting such relocation; and

Provide Permittee with copies of any available plans and specifications for such grading or widening.

After receipt of such notice, plans and specifications, and pursuant to said terms and conditions contained in said Master Communications Site License Agreement, Permittee shall relocate such facilities which are in conflict with City construction and such relocation shall be at no cost to the City.

3. Permittee waives the right of claim, loss, damage or action against the City resulting from revocation, termination, removal of improvements or any action of the City, its officers, agents or employees taken in accordance with the terms herein.
4. If the City Council of the City of Riverside finds that Permittee is in default of the terms of this permit, that finding shall be cause for revocation.
5. Permittee shall hold the City of Riverside harmless from and against all claims demands, costs, losses, damages, injuries, actions for damages and/or injuries, and liability in connection with the construction, encroachment, and/or maintenance to be done by Permittee within the areas. Permittee also waives and releases any and all claims against the City of Riverside and its officers and employees for future losses, expenses, lost revenues and incidental and consequential damages suffered by

Permittee as a result of the City's negligently damaging Permittee's installation, except for the reasonable cost of repair.

6. Before commencing any construction on City controlled property, Permittee shall obtain a Construction Permit or Street Opening Permit from the City Public Works Department. The Permittee's contractor shall conduct construction activities in the areas as directed by the City's Construction Inspector. Particular attention shall be made to restoration of surfaces with similar materials where construction and/or investigations result in damage to public improvements. Restoration of the parkway to previously existing conditions must also be adhered to.

7. Permittee shall insure that construction of Permittee's improvements will not interfere in any way with existing City or utility facilities. The existing City facilities will require future maintenance, reconstruction and revisions and facilities may be added, any of which may result in removal or alteration of Permittee's improvements without reimbursement to the Permittee.

8. Prior to construction, Permittee shall contact Underground Service Alert to field locate existing utility lines. Any conflicts discovered will suspend the further work at the affected site until acceptable revisions are made.

9. At the end of construction, Permittee shall furnish a complete set of as-built plans that, in addition to showing usual construction details, shall also adequately show the horizontal and vertical location of Permittee's installations and appurtenances.

11. Permittee agrees to maintain a minimum of 4.00' clearance on existing sidewalks at each location to permit unobstructed pedestrian traffic.

12. This encroachment permit is further subject to the terms and conditions of the said Master Communications Site License Agreement approved by the City Council on March 26, 1996.

Dated 8/27/96

PACIFIC BELL MOBILE SERVICES, a  
California corporation

By Charles W. W. W.

Title Network Deployment Manager

**MWD**

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Office of the General Manager

AUG 28 1996

MWD Upper Feeder  
Sta. 458+00 to 459+00  
R/W Parcel 1400-28-3  
and -5 (Fee)  
MWD Work Order No. 2-0225  
Substr. Job No. 2002-96-019

PLANCOM, Inc.  
Telecommunications Management Services  
2955 Red Hill Avenue  
Suite 100  
Costa Mesa, California 92626

Attention Ms. Marianne Boring  
Contract Planning Consultant

Gentlemen:

Light Pole Antenna Installation

Thank you for the two sets of prints of Sheets T-1 and A-1 through A-5 of the preliminary plans, which were delivered to our office on August 26, 1996, for the proposed light pole antenna and related facilities at 6974 Ed Parkie Street in the City of Riverside.

We have reviewed your plans, and our comments and requirements are as follows:

1. The location of our westerly property line of our 150-foot-wide fee right-of-way for our 10-foot-8-inch-inside-diameter welded steel Upper Feeder pipeline, as shown on Sheet A-1, appears to be substantially in agreement with our records. Please note that our right-of-way does not extend through Ed Parkie Street.

2. We note on Sheet A-1 that the proposed concrete monopole in Ed Parkie Street will be located approximately five feet easterly of the westerly line of our fee property, and that a concrete pad for the meter box, pedestal, base

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THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AUG 28 1996

PLANCOM, Inc.

-2-

transceiver station, and cabinet will be located approximately 89 feet from the proposed monopole. Therefore, no conflict is indicated between the proposed installations and our facilities.

3. We request that Mr. Charles Poling of our Operations Maintenance Branch, telephone (909) 780-1511, be notified at least two working days (Monday through Thursday) prior to starting work in the vicinity of our facilities.

We are returning one print of Sheet A-1, stamped "REVIEWED - CORRECTIONS NOTED - NO RESUBMITTAL REQUIRED."

Please send all future correspondence to the attention of the Civil Engineering Substructure Section.

For any further correspondence with Metropolitan relating to this project, please make reference to the MWD Substructures Job Number shown in the upper right-hand corner of the first page of this letter. Should you require any additional information, please contact Mr. Jose Bautista, telephone (213) 217-6092.

Very truly yours,

Gary M. Snyder  
Chief Engineer

By *Marko Buntich*  
Marko Buntich  
Substructures Section

MS/JB/ms  
DOC#: MS246pacbell.doc

Encl. 573

cc: City of Riverside  
Civic Center  
Department of Public Works/Engineering  
3900 Main Street  
Riverside, California 92275  
Attention Mr. Ken Strout